

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dymatize Enterprises, LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	1700 Lincoln Street
Internal Address:	3rd Floor-MAC C7300-033
City:	Denver
State/Country:	COLORADO
Postal Code:	80203-4500
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	2513259	EXCITE
Registration Number:	2629349	DYMA-BURN
Registration Number:	2728045	MEGA GAINER
Registration Number:	2690861	DYMATIZE
Registration Number:	2952621	ELITE WHEY PROTEIN
Registration Number:	3114648	AMP'D
Registration Number:	3114686	XPAND
Registration Number:	3463283	BUILDING BETTER BODIES
Registration Number:	3531936	NATURE'S ANABOLIC
Registration Number:	3981897	VIPER
Registration Number:	3525693	FEEL THE BURN
Registration Number:	3518415	OATS 'N MORE
Registration Number:	4117731	ELITE CASEIN

OP \$615.00 2513259

Registration Number:	4087976	ELITE FUSION 7
Registration Number:	4087977	ELITE GOURMET
Registration Number:	4090746	ELITE MASS
Registration Number:	4299954	ELITE XT
Registration Number:	4090761	ELITE ATHLETES DEMAND ELITE PRODUCTS
Registration Number:	4312750	ISO.100
Registration Number:	4424868	ELITE RECOUP
Serial Number:	85875131	JOINT TECH
Serial Number:	85864191	ELITE MEGA GAINER
Serial Number:	85939961	PURSUIT RX
Serial Number:	85959322	PURSUIT RX

**CORRESPONDENCE DATA**

Fax Number: 2127514864  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212-906-1200  
Email: angela.amaru@lw.com  
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru  
Address Line 1: 885 Third Avenue  
Address Line 2: Suite 1000  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	039269-0326
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	03/03/2014

**Total Attachments: 7**  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) and Wells Fargo Bank, National Association, as Administrative Agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Post Holdings, Inc., a Missouri corporation (the “Borrower”), has entered into a Credit Agreement, dated as of January 29, 2014 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the banks and other financial institutions and entities from time to time party thereto, and the Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of January 29, 2014, in favor of the Administrative Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”). Capitalized terms used and not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, the Intellectual Property Collateral (as defined below), to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office, and any other applicable Governmental Authority or any political subdivision thereof of the United States or Canada.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:(i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new divisions, extensions or renewals thereof, including, without limitation, each registration and application identified in Schedule 1, however, not including any pending “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law, (ii) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements, dilutions and other violations thereof), and (iv) all other rights of any kind

whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements and other violations thereof), (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, reexaminations and extensions thereof, all improvements thereon, and (vi) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements and other violations thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(d) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate in any way hereto or the negotiation, execution or performance thereof or the transactions contemplated hereby, unless otherwise expressly set forth therein, shall be governed by, and construed in accordance with, the law of the state of New York.

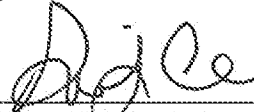
SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are

in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

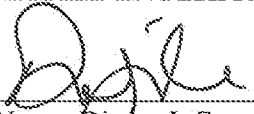
*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

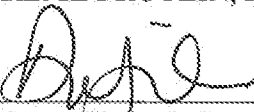
**CUSTOM NUTRICEUTICAL LABORATORIES,  
LLC**

By:   
Name: Diedre J. Gray  
Title: Secretary

**DYMATIZE ENTERPRISES, LLC**

By:   
Name: Diedre J. Gray  
Title: Secretary

**SUPREME PROTEIN, LLC**

By:   
Name: Diedre J. Gray  
Title: Secretary

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

**CUSTOM NUTRICEUTICAL LABORATORIES,  
LLC**

By: \_\_\_\_\_  
Name: Diedre J. Gray  
Title: Secretary

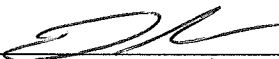
**DYMATIZE ENTERPRISES, LLC**

By: \_\_\_\_\_  
Name: Diedre J. Gray  
Title: Secretary

**SUPREME PROTEIN, LLC**

By: \_\_\_\_\_  
Name: Diedre J. Gray  
Title: Secretary

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent**

By:  \_\_\_\_\_  
Name: Daniel R. Van Aken  
Title: Director

**PATENTS**

<b>Title of Patent</b>	<b>Jurisdiction</b>	<b>Type</b>	<b>Serial No.</b>	<b>Status</b>	<b>Owner</b>
Packaged Protein – Enriched Food Product	US	Divisional Patent Application	13108884	Pending	Dymatize Enterprises, LLC

**TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Appl. SN</b>	<b>Registration No.</b>	<b>Status</b>	<b>Owner</b>
DYMATIZE	Canada	601438	601438	Registered	Dymatize Enterprises, LLC
SUPREME PROTEIN	Canada	1546640	N/A	Pending	Supreme Protein, LLC
JOINT TECH	US	85/875131	N/A	Pending	Dymatize Enterprises, LLC
EXCITE	US	75802630	2513259	Registered	Dymatize Enterprises, LLC
DYMA-BURN	US	76279228	2629349	Registered	Dymatize Enterprises, LLC
MEGA GAINER	US	76361936	2728045	Registered	Dymatize Enterprises, LLC
DYMATIZE	US	76423233	2690861	Registered	Dymatize Enterprises, LLC
ELITE WHEY PROTEIN	US	76507374	2952621	Registered	Dymatize Enterprises, LLC
SUPREME PROTEIN	US	76546308	3064557	Registered	Supreme Protein, LLC
AMP'D	US	76573491	3114648	Registered	Dymatize Enterprises, LLC
XPAND	US	76597352	3114686	Registered	Dymatize Enterprises, LLC
BUILDING BETTER BODIES	US	77107115	3463283	Registered	Dymatize Enterprises, LLC
NATURE'S ANABOLIC	US	77236429	3531936	Registered	Dymatize Enterprises, LLC
SUPREME PROTEIN	US	77448682	3751085	Registered	Supreme Protein, LLC
SUPREME PROTEIN FOR A SUPREME BODY	US	77479088	3540283	Registered	Supreme Protein, LLC
VIPER	US	77588765	3981897	Registered	Dymatize Enterprises, LLC
IT'S ALMOST UNFAIR	US	77807169	3958643	Registered	Supreme Protein, LLC
SUPREME PROTEIN & Design	US	77811240	3869197	Registered	Supreme Protein, LLC
THE PERFECT WEAPON	US	77832725	3884059	Registered	Supreme Protein, LLC
ENERGY-CORE	US	77832769	3891151	Registered	Supreme Protein, LLC
VISCOLEAN	US	78314422	2897407	Registered	Custom Nutraceutical Laboratories, Inc.
ZYTRIX	US	78330332	2910982	Registered	Custom Nutraceutical Laboratories, Inc.
FEEL THE BURN	US	78568032	3525693	Registered	Dymatize Enterprises, LLC
OATS 'N MORE	US	78897405	3518415	Registered	Dymatize Enterprises, LLC
ELITE CASEIN	US	85349342	4117731	Registered	Dymatize Enterprises, LLC
ELITE FUSION 7	US	85349360	4087976	Registered	Dymatize Enterprises, LLC
ELITE GOURMET	US	85349377	4087977	Registered	Dymatize Enterprises, LLC
ELITE MASS	US	85349392	4090746	Registered	Dymatize Enterprises, LLC
ELITE NATURAL	US	85349403	N/A	Pending	Dymatize Enterprises, LLC
ELITE RECOVERY	US	85349438	N/A	Pending	Dymatize Enterprises, LLC



Mark	Jurisdiction	Appl. SN	Registration No.	Status	Owner
ELITE XT	US	85349572	4299954	Registered	Dymatize Enterprises, LLC
ELITE ATHLETES DEMAND ELITE PRODUCTS	US	85349640	4090761	Registered	Dymatize Enterprises, LLC
YOUR AMBITION OUR NUTRITION	US	85581310	N/A	Pending	Supreme Protein, LLC
YOUR AMBITION	US	85581340	N/A	Pending	Supreme Protein, LLC
NITRO2GRANIT	US	85598283	N/A	Pending	Custom Nutraceutical Laboratories, Inc.
CAPSATONE	US	85598286	N/A	Pending	Custom Nutraceutical Laboratories, Inc.
XANATHIN & Design	US	85598288	N/A	Pending	Custom Nutraceutical Laboratories, Inc.
CHAIN-SOL	US	85598289	N/A	Pending	Custom Nutraceutical Laboratories, Inc.
EPX 200	US	85598291	N/A	Pending	Custom Nutraceutical Laboratories, Inc.
D & Design Logo	US	85623379	N/A	Pending (Opposed by Duke University)	Dymatize Enterprises, LLC
D DYMATIZE NUTRITION & Design	US	85623404	N/A	Pending	Dymatize Enterprises, LLC
D NUTRITION & Design	US	85642649	N/A	Pending	Dymatize Enterprises, LLC
ISO 100	US	85697342	43127520	Registered	Dymatize Enterprises, LLC
PRO-J	US	85791853	N/A	Pending	Dymatize Enterprises, LLC
INTRAAMINO	US	85835619	N/A	Pending	Dymatize Enterprises, LLC
ELITE MEGA GAINER	US	85864191	N/A	Pending	Dymatize Enterprises, LLC
ELITE RECOUP	US	85864213	4424868	Registered	Dymatize Enterprises, LLC
PERFORM RX	US	85866182	N/A	Pending	Dymatize Enterprises, LLC
LEGITFIT	US	85866191	N/A	Pending	Dymatize Enterprises, LLC
PURSUIT RX	US	85939961	N/A	Pending	Dymatize Enterprises, LLC
PURSUIT RX & Design	US	85959322	N/A	Pending	Dymatize Enterprises, LLC
LEUCINE TRIGGER	US	86036867	N/A	Pending	Dymatize Enterprises, LLC
RESEARCHER'S CHOICE	US	86036874	N/A	Pending	Dymatize Enterprises, LLC
RESEARCHER'S CHOICE (class 35)	US	86036883	N/A	Pending	Dymatize Enterprises, LLC
SUPREME PROTEIN & DESIGN	US	86157118	N/A	Pending	Supreme Protein, LLC